

EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

SALDUTTI LAW GROUP f/k/a
SALDUTTI, LLC and
ROBERT L. SALDUTTI

Plaintiff

V.

FERRARI & FERRARI, LLP,
MICHAEL FERRARI, ESQ.
15 JOHN CORP., and
PHILIPPE LAJAUNIE

Defendants.

CIVIL ACTION

No: 2:15-cv-04966-JD

AMENDED COMPLAINT

1. Plaintiff, Saldutti Law Group f/k/a Saldutti, LLC, is a law firm with its place of business at 800 North Kings Highway, Cherry Hill, NJ 08034.

2. Plaintiff, Robert L. Saldutti, is an adult individual with a business address of 800 North Kings Highway, Cherry Hill, NJ 08034 and is a partner in the law firm of Saldutti Law Group.

3. Defendant, Ferrari & Ferrari LLP, is a law firm formed and organized under the law of the state of New York with an address at 630 Third Avenue, 18th Floor, New York, NY 10017.

4. Defendant, Michael Ferrari, Esq., is an attorney licensed in the state of New York with a business address at 630 Third Avenue, 18th Floor, New York, NY 10017.

5. Defendant, 15 John Corp, is a business entity with

offices at 411 Park Avenue South, New York, NY 10016.

6. Defendant, Philippe Lajaunie, is an adult individual who resides at 411 Park Avenue South, Apartment 3D, New York, NY 10016.

THE UNDERLYING ACTION

7. Plaintiffs fully incorporate the above paragraphs as though they were set forth here at length.

8. On or about May 14, 2010 Plaintiffs filed a Statement of Claim on behalf of their client, Samuels And Son Seafood Co., Inc., in the Philadelphia Municipal Court against Defendants, 15 John Corp. and Philippe Lajaunie ("MC Defendants"), based upon the Defendants' failure to remit payment on unpaid invoices.

9. MC Defendants failed to appear or otherwise enter their appearance and thus a default judgment was entered against them on June 29, 2010.

10. On or about December 22, 2011 the MC Defendants through counsel, Robert Dickman, Esq., filed a petition to open the default judgment.

11. The petition did not contain any allegations of fraud and argued only that the Philadelphia Municipal Court did not have personal jurisdiction over the MC Defendants. (Exhibit 1).

12. A hearing was held on January 30, 2012 before The Honorable Teresa Carr-Deni who denied the MC Defendants' petition.

13. During oral argument, MC Defendants did not allege that there was any fraud in the inducement of the default judgment. (Exhibit 2).

14. On or about February 8, 2012 MC Defendants filed a notice of appeal with the Philadelphia Court of Common Pleas.

15. Subsequently, the MC Defendants filed a motion to reverse the order of the Municipal Court on February 23, 2012. The motion did not allege that the default judgment was obtained through fraud. (Exhibit 3).

16. After oral argument on April 17, 2015 Judge Leon Tucker denied the MC Defendants' motion. (Exhibit 4).

17. On October 22, 2015 MC Defendants' counsel, Robert Dickman, Esq., filed a petition to withdrawal upon the grounds that he found his clients' conduct repugnant and/or disagreeable. (Exhibit 5).

THE NEW YORK ACTION

18. Plaintiffs fully incorporate the above paragraphs as though they were set forth here at length.

19. On or about March 3, 2014 the MC Defendants through their New York counsel, Ferrari & Ferrari LLP and Michael Ferrari, Esq., filed a complaint ("Complaint") in the Supreme Court of the State of New York, County of New York, against the Plaintiffs and Samuels And Son Seafood Co., Inc. under Index Number 650715/2014 ("New York Action"). (Exhibit 6).

20. The Complaint alleged for the first time, almost four years after the judgment was entered, that the default judgment entered on June 29, 2010 was procured through fraud.

21. The Plaintiffs removed the New York Action to the U.S. District Court for the Southern District of New York on or about April 17, 2014.

22. On or about May 6, 2014 counsel for Samuels and Son Seafood Co., Inc. ("Samuels") sent a letter to Ferrari & Ferrari LLP and Michael Ferrari, Esq. wherein Samuels notified the Defendants that the New York Action was improper and frivolous; Samuels requested that the New York Action be dismissed. (Exhibit 7).

23. The Defendants failed to dismiss the New York Action and on or about July 11, 2014 the Plaintiffs filed a joint motion to dismiss.

24. Despite opposition from the Defendants, the motion to dismiss was granted on December 12, 2012. (Exhibit 8).

25. The MC Defendants filed an appeal to the United States Court of Appeals for the Second Circuit on or about January 12, 2015. The Second Circuit upheld the dismissal of the action but ordered the matter remanded to New York state court.

26. Once the matter was remanded to New York state court, the Plaintiff filed a motion to dismiss that was granted on November 23, 2015. (Exhibit 9).

COUNT I - ABUSE OF PROCESS

27. Plaintiffs fully incorporate the above paragraphs as though they were set forth here at length.

28. The named Defendants initiated and continued litigating the New York Action for an illegitimate aim, namely to coerce the Plaintiffs into vacating the Philadelphia Municipal Court judgment.

29. The Plaintiffs have incurred significant legal fees in order to defend themselves in the New York Action.

30. At all times relevant hereto the Defendants did not intend to obtain a judgment in the New York Action, their only goal was to coerce the Plaintiff into vacating the Philadelphia Municipal Court judgment.

WHEREFORE, Plaintiffs, request judgment in their favor and against the Defendant(s), Ferrari & Ferrari LLP, Michael Ferrari, Esq., 15 John Corp, and Philippe Lajaunie in the amount of \$75,000.00, plus costs and attorney's fees that may accrue and such other and further relief as this Court may deem equitable and just.

**COUNT II - MALICIOUS PROSECUTION/WRONGFUL USE OF
CIVIL PROCEEDINGS [DRAGONETTI ACT]**

31. Plaintiffs fully incorporate the above paragraphs as though they were set forth here at length.

32. The Defendants acted in a grossly negligent manner or without probable cause in commencing the New York Action.

33. The Defendants knew that there was no legal basis for the New York Action and filed the New York Action merely to harass or

maliciously injure Plaintiffs.

34. The Defendants continued the New York Action despite notice that the action was improper.

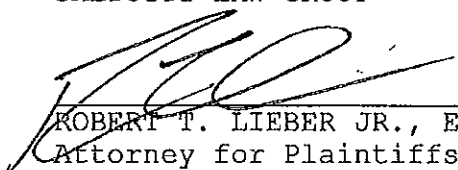
35. The New York Action has terminated in favor of the instant Plaintiffs.

36. The filing of the New York Action was improper and without probable cause.

37. Plaintiffs have incurred significant legal fees in order to defend themselves in the New York Action.

WHEREFORE, Plaintiffs, request judgment in its favor and against the Defendant(s), Ferrari & Ferrari LLP, Michael Ferrari, Esq., 15 John Corp, and Philippe Lajaunie in the amount of \$75,000.00, plus costs and attorney's fees that may accrue and such other and further relief as this Court may deem equitable and just.

Respectfully submitted,
SALDUTTI LAW GROUP



ROBERT T. LIEBER JR., ESQUIRE
Attorney for Plaintiffs

Dated: December 7, 2015.

EXHIBIT 1



**PHILADELPHIA MUNICIPAL COURT
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA**

34 South 11th Street, Philadelphia, PA. 19107

Marsha H. Neifield, President Judge

Patricia R. McDermott, Deputy Court Administrator.

SC-10-05-14-4971

Samuels and Son Seafood Co., Inc. 3400 S. Lawrence Street Philadelphia, PA 19148	15 JOHN CORP., AKA/DBA: t/a LES HALLES A/K/A LES HALLES RESTAURANT A/K/A LEMARAI GROUP CORP. A/K/A LAMARALS 2 A/K/A LEMARAI 2 A/K/A LEMARAI 2 A/K/A LEMARAI 2K CORP A/K/A LE MARAIS II, LHM GROUP, CORP., PHILIPPE LAJAUNIE (continued...)
--	--

ROBERT DICKMAN

THE LAND TITLE BUILDING, SUITE 1610 100 S.
BROAD STREET
PHILADELPHIA, PA 19110
215-587-9090

Attorney
Attorney # 001595

PETITION

TO THE HONORABLE, THE JUDGES OF THE SAID COURT:

Your Petitioner respectfully requests that:

- Petitioner is the named Plaintiff ☒ Defendant in the above-captioned case.
- That the ☒ Plaintiff Samuels and Son Seafood Co., Inc.
3400 S. Lawrence Street Philadelphia, PA 19148
- That a hearing was held in Municipal Court on 06/29/2010 and a Judgment was entered for X Plaintiff Defendant by Default on 06/29/2010.
- Your Petitioner failed to appear at the hearing for reason that:
This Court is without jurisdiction of Defendants.

- Your Petitioner has a good reason to proceed in that:
On June 29, 2010, judgment was entered against Defendants by default in the amount of \$6,759.71 ("the Judgment"). Defendants' principal places of business are in New York City. Defendants do not reside, maintain places of business, or do business within the Commonwealth of Pennsylvania. All of the goods
(more)

WHEREFORE, your Petitioner respectfully requests the Court to open this judgment to allow your Petitioner to proceed.

I am an attorney for the defendant(s), the defendant's authorized representative or have a power of attorney for the defendant(s) in this petition action. I hereby verify that I am authorized to make this verification; that I have sufficient knowledge, information and belief to take this verification or have gained sufficient knowledge, information and belief from communications with the defendant or the persons listed below and that the facts set forth are true and correct to the best of my knowledge, information and belief. I understand that this verification is made subject to the penalties set forth in 18 Pa. C.S. § 4904, which concerns the making of unsworn falsifications to authorities. If I am an authorized representative or have a power of attorney, I have attached a completed Philadelphia Municipal Court authorized representative form or a completed power of attorney form.

ROBERT DICKMAN

Signature Plaintiff/Attorney/Petitioner

Intv. Code

172-05/11/01



PHILADELPHIA MUNICIPAL COURT
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
 34 South 11th Street, Philadelphia, PA. 19107

Marsha H. Neifield, President Judge

Patricia R. McDermott, Deputy Court Administrator

SC-10-05-14-4971

Samuels and Son Seafood Co., Inc. 3400 S. Lawrence Street Philadelphia, PA 19148	15 JOHN CORP., AKA/DBA: t/a LES HALLES A/K/A LES HALLES RESTAURANT A/K/A LEMARAI GROUP CORP. A/K/A LAMARALS 2 A/K/A LEMARAI 2 A/K/A LEMARAI 2 A/K/A LEMARAI 2K CORP A/K/A LE MARAIS II, LHLM GROUP, CORP., PHILIPPE LAJAUNIE
<i>Plaintiff(s)</i>	<i>Defendant(s)</i>

Overflow of Reason To Proceed Notes

allegedly ordered by Defendants from Plaintiff were delivered to Defendants in Washington, D.C. By virtue of the foregoing, this Honorable Court was, is, and remains without jurisdiction to enter the Judgment against the Defendants or any of them. By virtue of the foregoing, the Judgment is void. A judgment entered without jurisdiction may be stricken at any time, even on appeal; a court does not gain jurisdiction by the passage of time.

WHEREFORE, the Judgment should be stricken.



PHILADELPHIA MUNICIPAL COURT
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA

34 South 11th Street, Philadelphia, PA. 19107

Marsha H. Neiffeld, President Judge

Patricia R. McDermott, Deputy Court Administrator

COMPLETE NAME AND ADDRESS LISTING

SC-10-05-14-4971

Samuels and Son Seafood Co., Inc.
3400 S. Lawrence Street
Philadelphia, PA 19148

15 JOHN CORP., AKA/DBA: C/a LES HALLES A/K/A LES HALLES
RESTAURANT A/K/A LEMARAI 2 A/K/A LEMARAI 2 A/K/A LEMARAI 2
A/K/A LEMARAI 2 A/K/A LEMARAI 2 A/K/A LEMARAI 2K CORP
A/K/A LE MARAIS II
411 PARK AVENUE SOUTH
NEW YORK, NY 10016

LHLM GROUP, CORP.
411 PARK AVENUE SOUTH
NEW YORK, NY 10016

PHILIPPE LAJAUNIE
411 PARK AVENUE SOUTH APT 3D
NEW YORK, NY 10016

*Plaintiff(s)**Defendant(s)*

EXHIBIT 2

1 THE PHILADELPHIA MUNICIPAL COURT

2 34 SOUTH 11TH STREET

3 PHILADELPHIA, PENNSYLVANIA

4 - - -

5
6 SAMUELS AND SON SEAFOOD CO., INC.

7 VS.

8 15 JOHN CORP., LHM GROUP, CORP., AND PHILLIP
9 LAJAUNIE

10

11

12 CLAIM# SC-10-05-14-4971

13 TRANSCRIPT OF PROCEEDINGS

14 MONDAY, JANUARY 30, 2012

15 - - -

16 COURTROOM 4D

17 34 SOUTH 11TH STREET

18 PHILADELPHIA, PENNSYLVANIA

19 - - -

20

21

22 BEFORE: THE HONORABLE TERESA CARR-DENI

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25 - - -

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1 APPEARANCES:

2 CHRISTOPHER DAMORE, ESQUIRE

3 Counsel for Plaintiff

4

5 ROBERT DICKMAN, ESQUIRE

6 Counsel for Defendant

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10 PRESENT:

11 No parties called or identified

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INDEX

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WITNESS

DR

CR

RDR

RCR

5

No Witnesses Called

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9

10

EXHIBITS

11

NO.

DESCRIPTION

ID

12

13

No Exhibits filed with this hearing

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Case ID: 120200697

Control No.: 12023613

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P R O C E E D I N G S

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(Hearing began at 11:48:21 a. m.)

6

7

COURT CRIER: Judge, our 11 o'clock

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Petition Number 1, Samuels and Son Seafoods.

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MR. DICKMAN: Good Morning, Your Honor,

10

my name is Robert H. Dickman/ I represent

11

the Defendants/Petitioners.

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MR. DAMORE: Good Morning, Your Honor,

13

Christopher Damore, appearing on behalf of

14

the Plaintiff.

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THE COURT: The Plaintiff obtained a

16

default judgment on June 29th, 2010?

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MR. DICKMAN: Yes, Your Honor.

18

THE COURT: And the Petition was filed

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MR. DICKMAN: The Petition to strike

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the judgment was filed December 22nd, 2011,

22

Your Honor.

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THE COURT: Are you referring to the

24

Petition to open the judgment?

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MR. DICKMAN: Actually, it was, when we

1 filed it was labeled Petition to Strike the
2 Judgment, Your Honor.

3 THE COURT: And you're claiming lack of
4 jurisdiction.

5 MR. DICKMAN: That is correct, Your
6 Honor. The basis of lack of jurisdiction is
7 that the statement of claim on its face
8 shows that the three named Defendants, 15
9 John Corp, LHLN Group Corp, and Phillip
10 LaJaunie all reside or have their places of
11 business in New York City. The exhibit, The
12 Statement of Claim, shows that the goods
13 which were ordered by the Defendants and
14 delivered by the Plaintiff were delivered to
15 Washington, D. C. Based on that set of
16 circumstances, Your Honor, there was no
17 jurisdiction in Philadelphia for The Court

18 to hear this case.

19 THE COURT: Is there a contract here?

20 MR. DAMORE: Yes, there is.

21 THE COURT: Do you have it?

22 MR. DAMORE: Yes, it is attached to our
23 pleadings.

24 THE COURT: Bring up that exhibit
25 please or show it to me if you have it and

1 what does the contract say about 6
2 jurisdiction?

3 MR. DICKMAN: If Your Honor please,
4 there is a consent to jurisdiction signed on
5 behalf of the Defendant, 15 John Corp only.
6 It seems to me, Your Honor, based on that
7 consent, there was jurisdiction to enter the
8 judgment against 15 John Corp and the
9 Petition to Strike should be withdrawn as to
10 that Defendant only; however, if Your Honor
11 please, there was no consent to jurisdiction
12 signed by or on behalf of the other two
13 Defendants.

14 THE COURT: Go ahead.

15 MR. DAMORE: Your Honor, the basis of
16 our opposition to the Motion for Petition to
17 Strike is simply that Pennsylvania Courts
18 and courts around the country use forum
19 selection clauses which is exactly what is
20 in this case, the contract signed by the
21 parties has a forum selection clause which,
22 indeed, selects Philadelphia County and This
23 Court as the forum.

24 THE COURT: I'm looking for that; but,
25 I'm not seeing it; show me where else

1 there's a clause like that. I have Credit 7

2 Application Agreement, 15 John Corp -

3 MR. DAMORE: The next page -

4 MR. DICKMAN: I've got a copy here

5 which the Defendant supplied to me, which

6 says Credit Application and Agreement - it's

7 THE COURT: That's what I'm looking at;

8 but, I'm still not seeing it.

9 MR. DAMORE: If you flip to the next

10 page, Your Honor -

11 THE COURT: The next page, "credit

12 information trade represents -

13 MR. DAMORE: Just above the signature

14 line -

15 MR. DICKMAN: Where it says, "the

16 parties hereby agree" -

17 MR. DAMORE: Line 6 or 7 -

18 MR. DICKMAN: It's line 7, Your Honor.

19 THE COURT: Read that to me. I can't

20 see it.

21 MR. DAMORE: I understand it's

22 difficult to read, Attached as Exhibit C is

23 my -

24 MR. DICKMAN: It says here, Your Honor,

25 if I may, "The undersigned purchaser hereby

8

1 agrees and consents to the exclusive
2 jurisdiction of the County of Philadelphia,
3 Pennsylvania, relative to any claims arising
4 out of or relative to this agreement.

5 THE COURT: And then it says,
6 "authorized signature"; is that supposed to
7 be signature - or what is that supposed to
8 be?

9 MR. DICKMAN: I will stipulate that is
10 the signature of Mr. LaJaunie as an officer
11 of the applicant -

12 THE COURT: They didn't fill in the
13 title. "This will authorize you -

14 MR. DICKMAN: On the first page, Judge,
15 it says corporate name, 15 John Corp; so,
16 it's' clearly not signed by him
17 individually.

18 THE COURT: Here it is, I can see this
19 copy better - so, you're piercing the
20 corporate veil without a personal guarantee,
21 in absence of a personal guarantee; is that
22 correct.

23 MR. DAMORE: Essentially, Your Honor,
24 since there's no personal guarantee signed
25 and filed, we would need to pierce the

1 corporate veil; you're correct; the elements⁹
2 to show that would be fraud or something -
3 this is a judgment by default; if The Court
4 strikes the judgment, that would be our
5 burden to show.

6 THE COURT: Do you have a docket on
7 this case, please; when was the Plaintiff
8 served; excuse me - the Defendants, when
9 were the Defendants served; they were sent a

10 Notice to Defend it looks like; who is HLHN
11 Group?

12 MR. DICKMAN: That's one of the three
13 Defendants, Your Honor.

14 THE COURT: So, you don't have any
15 documentation of any kind of contract with
16 that group?

17 MR. DAMORE: No, I don't; all I have is
18 that that appears to be some other parent
19 group that owns 15 John Corp.

20 MR. DICKMAN: It's my understanding,
21 Your Honor, that these are two separate
22 corporations.

23 THE COURT: Do you have a signed
24 contract with that group?

25 MR. DAMORE: No, Your Honor.

10

1 THE COURT: What about Phillip

2 LaJaunie; do you have a signed contract with
3 him?

4 MR. DAMORE: No personal guarantees
5 signed by him.

6 THE COURT: Who is Les Halles?

7 MR. DICKMAN: That's the fictitious
8 name used by 15 John Corp at its restaurant
9 in Washington, D. C., Your Honor, and that's
10 where the goods were delivered.

11 THE COURT: Okay. Then you have A/K/A
12 Lemaraia Group Corporation; who is that?
13 Where did you get that name?

14 MR. DAMORE: That name came up as being
15 related in some way to Les Halles LHM
16 Group; but, I can concede that's not at all
17 listed on this Credit Application and.

18 Agreement.

19 THE COURT: Corporate Officers --
20 President, Philipps -- it says sole officer.
21 Let me see the top where it indicates -- if
22 that's --

23 CLERK: Everything highlighted are the
24 Defendants.

25 THE COURT: Mr. Dickman has entered his

11

1 appearance now. I'm going to grant the
2 agreement to everybody except 15 John Corp,
3 A/K/A doing business, trading as A/K/A Les
4 Halles Restaurant and I don't where this
5 LeMarais came from; but, I'm not going to
6 put that in there and Phillip LaJaunie, who
7 is apparently the sole officer and
8 President.

9 MR. DICKMAN: If I may, Your Honor, I
10 fail to see the basis of jurisdiction
11 against Mr. LaJaunie; he clearly signed as a
12 corporate officer only; if you look at this
13 Credit Application and Agreement, the
14 corporate name of the person that the
15 Plaintiff is doing business with is 15 John
16 Corp; LaJaunie is authorized signature for
17 that corporation; just because he is the

18 sole officer of that corporation would not
19 expose him to personal liability. Indeed,
20 Your Honor, I practice in a corporate name
21 just so I won't be responsible for the trade
22 debts of my personal corporation although I
23 ~~am responsible for malpractice claims and~~
24 things of that nature. If Your Honor would
25 find that Mr. LaJaunie consented to

12

1 jurisdiction on the basis of signing
2 something on behalf of the corporation, Your
3 Honor, would, for lack of a better phrase,
4 pierce the corporate veil for every closely
5 held corporation and I don't think that's
6 what the law intends and I don't think
7 that's what was intended to be done by Mr.
8 LaJaunie when he signed this consent on
9 behalf of 15 John Corp in this case.

10 THE COURT: What's your response to
11 that?

12 MR. DAMORE: Your Honor, Mr. LaJaunie
13 is the sole officer of this 15 John Corp, he
14 signed the agreement; he received the
15 benefit of the products that were provided
16 to 15 John Corp by virtue of the fact that
17 he's the owner; he's receiving the profits -

18 he's the recipient of whatever monies come
19 in from this restaurant and he failed to pay
20 the trade creditors of 15 John Corp.

21 MR. DICKMAN: With all due respect,
22 Judge, that's a strange argument -

23 THE COURT: "The undersigned purchaser
24 agrees to pay in the event it becomes
25 delinquent and is turned over to a

1 collection agency/attorney for collection 13
2 fees equal to one third -

3 MR. DICKMAN: That's signed on behalf
4 of the corporation, Judge. If Your Honor
5 holds Mr. LaJaunie individually liable on
6 the basis that he owns the corporation then
7 I'm individually liable on the lease I've
8 just recently signed for my new office,
9 which I signed in the corporate name. I'm
10 the sole stockholder, sole officer. I don't
11 have personal liability and neither does Mr.
12 LaJaunie.

13 THE COURT: Well, what perplexes me is
14 that the title wasn't filled in on the
15 bottom - "information regarding my bank
16 account" - I don't know if that's supposed
17 to be a signature on top of that -- so, a

18 copy of the complaint you handed to me or is
19 this the one you printed out, John? Wait a
20 minute - all right; anything else to say?

21 MR. DICKMAN: No, Your Honor.

22 MR. DAMORE: No, Your Honor.

23 THE COURT: Back to the service on the
24 Defendants - of the complaint -

25 MR. DAMORE: The Affidavit of Service

14

1 is by mail, Your Honor.

2 THE COURT: Let me see that. I see 15

3 John Corp. I'm looking for the other

4 Defendants. Your argument that you don't

5 have jurisdiction over Philippe doesn't

6 really apply in the case of a default

7 judgment.

8 MR. DICKMAN: Your Honor, I have cases

9 here -

10 THE COURT: Why didn't Mr. Philippe

11 show up?

12 MR. DICKMAN: Because he didn't have to

13 because The Court didn't have jurisdiction

14 over him, Your Honor.

15 THE COURT: No, I'm not buying that, he

16 was served.

17 MR. DICKMAN: May I cite to Your Honor

18 - service does not confer jurisdiction. I

19 will cite to The Court the cases which were

20 cited by Judge Moss in the rule allowing the

21 Petition bringing us here today.

22 Insulations, Inc. versus Journeyman Welding

23

24 THE COURT: Let me see it.

25 MR. DICKMAN: -- 700a 2nd 530, in which

15
1 the Superior Court said, "The contract at
2 issue here was negotiated entirely from the
3 facts; this was a simple one-time purchase
4 with goods to be shipped to" -- in that
5 case, Michigan and the "course of dealing
6 between the parties bespoke a relationship
7 akin to an ordinary telephone order of
8 merchandise." The Superior Court held that
9 was not enough to confer jurisdiction in the
10 courts of Pennsylvania; that's exactly the
11 case we have here -

12 THE COURT: That's your position; but,
13 you don't have anybody here to testifying
14 that it was a telephone order.

15 MR. DICKMAN: That's what the documents
16 attached to the Statement of Claim show that
17 it was a one-time deal; there are phone

18 numbers written on here; the exhibits to
19 Statement of Claim show that the goods were
20 shipped to Washington, D. C. The only thing
21 that was done in Philadelphia was the
22 placing of the order. I would cite to Your
23 Honor two additional cases if I might.

24 United Employment versus Coast Iron and
25 Steel, 2003 Westlaw, 25906990; it's a 2003